

LOA

GMAC MORTGAGE CORPORATION
LOAN OFFICER EMPLOYMENT
AND COMPENSATION AGREEMENT

THIS AGREEMENT ("Agreement") is made this 7th day of April, 2004 (the "Effective Date") between GMAC MORTGAGE CORPORATION (hereafter "Employer") and T. Notley Armsden (hereafter "Employee").

WHEREAS, Employer is in the business of mortgage banking, and desires to hire and/or retain Employee in its employ to originate real estate trust deed and/or mortgage loans on one-to-four unit properties and other associated products as deemed appropriate by Employer, and

WHEREAS, Employee is ready, willing and able to work for Employer as a Loan Officer, and

WHEREAS, Employee's compensation is determined primarily by way of commissions as detailed in this Agreement, on monthly originated and closed loans due to Employee's individual effort, and

WHEREAS, Employer and Employee desire to have an employment agreement directly specifying compensation, termination and other terms of employment,

NOW, THEREFORE, Employer and Employee in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration and intending to be legally bound hereby, agree as follows:

I. EMPLOYMENT

A. GENERAL

Employer hereby hires Employee and Employee hereby accepts employment as a Loan Officer under the terms of this Agreement commencing on the date hereof and continuing until terminated as provided in this Agreement.

B. REPRESENTATIONS AND WARRANTIES

Employee represents and warrants that Employee is not subject to any continuing contractual obligations of a former employer including, but not limited to, continuing contractual obligations that restrict employee from being employed by Employer (non-compete agreement) or that prevent Employee from soliciting or hiring employees of Employee's former employer(s) (non-solicitation agreement).

Employee represents and warrants that Employer's performance under this Agreement is and will be in full compliance with all applicable federal, state, and local requirements as well as all Employer policies and procedures.

Employee represents and warrants that Employee has, and will maintain throughout the term of this Agreement, all licenses materially necessary for the lawful performance under this Agreement.

C. **LIMITATION OF EMPLOYEE'S AUTHORITY**

Until such time as Employee receives Desktop Underwriting (DU) certification, Employee shall have no authority to issue a loan commitment or modify the terms of a loan commitment. After receiving DU certification, Employee shall have the authority to issue commitments and modifications thereof for loans that have received DU approval. Employee shall have no authority to enter into any other contract or agreement, which would be binding on Employer without the prior written approval of Employee's Division Manager and/or Regional Manager.

II. DUTIES AND RESPONSIBILITIES

- A. Employee agrees to devote Employee's full time, attention and energy to the position of Loan Officer as outlined in the loan officer job description as published by the Employer from time to time subject to the direction and control of Employer and shall utilize Employee's best efforts in the representation of this position and the solicitation of clients for Employer.
- B. Employee is employed as a Loan Officer to originate real estate trust deed and/or mortgage loans on one-to-four unit properties ("loans") and to represent Employer with respect to other associated products as deemed appropriate by Employer in the territory designated by Employer. The term "Originate" as used in this Agreement, includes the taking of applications, coordinating and assisting in the processing and closing of Loans and such other duties as set forth in policies, procedures and guidelines adopted by Employer for loan officers.
- C. Employee agrees not to engage in the sale of or represent any other product or service that the companies of GMAC Residential Holding Corp. offer while employed by Employer including, but not limited to, the origination of trust deed and/or mortgage Loans for Employee's own account or for any other mortgage banker or broker. Employee, at all times, will comply with Employer's policies, procedures and code of ethics and the rules, regulations, laws and ethics of the mortgage banking industry, investors, HUD, VA, GNMA, FNMA, FHLMC, local jurisdictions, state and federal governments. Employee agrees to only engage in mortgage banking transactions in the States that employee is licensed in which is designated by employer's licensing unit.
- D. Employee, as a condition of Employee's employment, shall at all times possess a valid motor vehicle driver's license, a vehicle in good working condition and active state required automobile insurance coverage. Employee shall provide evidence thereof at time of employment and thereafter at any time requested by Employer.
- E. Employer's lending policy is to treat all loan applicants in a manner that is fair, reasonable and non-discriminatory. Employee agrees to adhere to the Fair Lending Guidelines as detailed on the Lending Page on the Employer's Intranet when originating, underwriting, processing and closing loans. Failure to comply with the Fair Lending Guidelines may subject Employee to disciplinary action, up to and including termination of employment.
- F. Employee, as a condition of employment, shall take and attend all required training and compliance courses, seminars, workshops and attend any and all meetings related thereto as set forth by Employer. Employee shall maintain compliance with all of Employer's sourcing strategies (builder, GM Family, HIG, etc.) including all affirmation policies

associated with said strategies. In addition, Employee understands that they are required to read and comply with all provisions and periodic updates made with respect to loan originations and sourcing strategies as detailed on Employer's Intranet. Employee agrees and understands that Employee is responsible for regularly reviewing Employer's Intranet, including but not limited to the Lending Page and Corporate Compliance Page in order to be kept abreast of Employer policy and/or procedure changes and revisions, supplements or rescissions to this Agreement (collectively "Updates"). Employer will provide Employee with written notice of such Updates as they occur. For purposes of this Agreement, written notice shall be defined as electronic (via email or intranet) or hard copy communication ("Written Notice").

- G. Employee must generate six (6) closed loans each month, as defined in section III(A)(1)(a)(i), which must be sustainable business, which as used in this Agreement includes, but is not limited to purchase transactions, builder business, minority business and GM Family. Further, the Divisional Manager may establish written requirements that certain levels of production be maintained (i.e. GM Family, FHA, Purchase, etc.) The Divisional Manager has the discretion to change the minimum production standards, at any time, upon prior Written Notice to Employee. The new minimum production standards will be effective the first day of the first month after the date of the Written Notice. If Employee fails to meet the minimum production standards, disciplinary action, up to and including termination may result.
- H. Employee is not eligible for paid time off (PTO) in accordance with Employer's Employee Handbook. However, Employee agrees that all vacation requests must be approved by Employee's District Manager at least 30 days in advance. Employees not meeting minimum production standards as defined herein may not be approved for vacation. Employee is still required to meet minimum production standards in months where a vacation is scheduled.

III. COMPENSATION

Employee shall be entitled to compensation in accordance with the terms of this Agreement. Employee shall not be entitled to any other compensation unless approved in writing, in advance, by the Regional or Division Manager or the Senior Vice President of Retail Lending.

For the services rendered by Employee under this Agreement, Employer shall pay Employee compensation on Loans originated by Employee or other services performed in accordance with the terms and conditions set forth in this Agreement.

A. COMMISSION

1. EARNED COMMISSIONS

- a. A commission is deemed earned when a loan closes and/or transfers to servicing and all Employer policies and/or procedures are adhered to and completed by Employee.
 - i. For the purposes of this Agreement, a loan is "Closed" when settlement is completed and the mortgage funds are actually disbursed to the mortgagor. (For example, the closing date for a refinance loan occurs on the expiration of the three (3) day right of rescission period and the funds are actually disbursed to the mortgagor).

ii. Policies and/or procedures that must be met, include but are not limited to, locking a loan properly, locking interest rates properly, getting an extension on a rate lock prior to its expiration, not drawing documents for a loan where the rate lock has expired without getting an extension, refinance guidelines with respect to churning, quoting all loan rates and fees properly, originating and/or processing loans within lending guidelines, ensuring the disclosure of necessary information on the application that may affect a credit decision so a monetary loss to Employer can be prevented and avoiding any conduct that will cause Employer to have an income loss on a loan file or affect the salability of a loan. This list is designed to provide examples for guidance purposes, but is not inclusive of every policy and/or procedure that must be adhered to. Any violation of Employer policy and/or procedure is grounds for disciplinary action, up to and including termination of employment.

iii. Home Equity compensation will be paid based upon the following timeframes:

- Purchase Money Piggybacks – Commissions will be credited at the full SVA value once the Home Equity reaches a *Funding Requested* status in Co-Pilot. Production value for the Home Equity will be credited at the same time.
- Credit Only Piggybacks – 1% of the servicing value will be credited when the Home Equity reaches a *Funding Requested* status in Co-Pilot. A second valuation of the HELOC will be made on the last business day of the second month following the status change and compensation will be adjusted based upon actual usage of the line and any margin adjustment as described above. Production credit will be allocated with the initial payout.
- Standalones – 1% of the servicing value will be credited with the standalone reaches the *Transferred to Servicing* status in Co-Pilot. A second valuation will occur on the last business day of the second month following the status change and compensation will be adjusted based upon actual usage of the line and for any margin adjustments as described above. Production credit will be allocated with the initial payout.

iv. Other considerations for Home Equity commissions are:

- If a piggyback never reaches a *Transferred to Servicing* status in Co-Pilot, the initial 1% SVA credit will be deducted from both the loan officer and the branch at the second valuation period and any production credit given will be reversed. If the piggy does not reach this status, it signifies that the customer did not accept the home equity.
- If the Home Equity is closed (paid off by the customer) prior to the second valuation, no additional credit will be given to either the branch or the loan officer.
- The SVA value will be determined at the second valuation and will be based on the drawn value at the time of valuation. If used and paid in full prior to this valuation, no additional credit will be given.

- Individually, the initial payment and the deferred payment may effect the loan officer's commission tier when credited to the OVA pool. However, no adjustment will be made at the initial payment for anticipated usage or vice versa.
- There is no second valuation on a purchase money piggyback.
- On standalones and credit only piggybacks, the loan officer will be paid the 1% at the initial valuation regardless of margin adjustments. All margin adjustments will be assessed on the second valuation. If the line is not used or if the principal balance is zero at the time of the second valuation, no credit or deduction will be assessed for margin adjustments.

b. A loan for which no commission is earned is not considered a funded loan for any purposes of loan officer compensation, including but not limited to any payment included in your OVA tiers or any other part of your compensation plan.

c. No commission will be earned for loans that are placed in company investment due to a violation of Employer policies and/or procedures as detailed in section III(A)(1)(a)(ii) above unless otherwise agreed to by both the Division Manager and Senior Vice President of Retail Lending.

d. Employer reserves the right to reconcile Employee's commissions as permitted by state law at a future date if a commission was improperly paid, in whole or in part, on a loan for which all conditions are not met regarding the loan process. Commission reconciliation can include a partial or full commission amount being deemed unearned for failure to satisfy certain conditions. Employee will be notified of any commission reconciliation by Employer.

2. PAYMENT OF COMMISSIONS

a. Compensation related to commissions (as detailed in section III(A)(3)) will be paid on the last regularly scheduled payday of the month following the month in which the loans were Closed and funded in the system.

b. Employer recognizes that Employee may collect overages from time to time. An "Overage" results when the rate or discount points established by Employee are more than the required rate or discount point schedule for the applicable commitment established by Employer or Investor and in effect at time of lock-in. The rate and points ("Price") for an applicable commitment may be modified at the branch level.

Overages, if any, are not to be charged based on any of the prohibited factors set forth in the Fair Lending Guidelines. Neither rates nor points to minorities or other members of a protected class (persons having one or more of the prohibited factors as set forth in the Fair Lending Guidelines) can vary from those charged to non-minority or non-protected class applicants having similar credit profiles. Employee must exercise the utmost diligence to ensure that such variances do not occur. Overages are limited to 2% on all products unless otherwise designated in this Agreement or other pricing policy communications. (See section III. A. 3.v GM Employee Loans, section III.A.3.vi Bond Loans, and section III.A.3.viii. Overage Restricted Loans.) Overages on FHA insured loans can be charged only if the Overage when added to other pricing variations for similar loan types, in the same MSA (or, if the production office is not located in an MSA, the jurisdictional area of the local HUD field office) do not exceed an allowable tiered pricing variation of 2%. Employee should review any questions regarding that policy with Employee's Manager. As part of its

auditing procedures, Employer will audit Employee's loan files for compliance with the requirements of this paragraph. To the extent it is determined that Overages were imposed in violation of the requirements of this paragraph ("Excess Overages"), Employee is liable to Employer for the amount of the Excess Overages. The Excess Overages will be an Obligation of Employee to be recovered by Employer as outlined in this Agreement.

3. CALCULATION OF COMMISSIONS

Below is a detailed description of the two compensation plans available to Employees.

a. Origination Value Added (OVA) Compensation:

A pool will be created based on actual originator production using the following formula:

Loan Origination Fee
+ Servicing Value
+ Home Equity Piggyback or Standalone Employer assigned value
- Pricing Enhancement (a subsidy by the Loan Officer from his/her commissions
and not a subsidy by Employer, branch, division or loan investor)
= Monthly OVA Pool

Commissions will be the by-product of the applicable Commission Percentage based on monthly OVA Pool using the following formula, multiplied by the Monthly OVA Pool. Commissions on the entire monthly OVA Pool will be paid at the Commission Percentage applicable to the highest monthly OVA Pool level achieved.

<u>Monthly OVA Pool</u>	<u>Commission Percentage</u>
\$ 0-\$14,999	19%
\$15,000-\$29,999	25%
\$30,000 & above	31%

Examples:

Monthly OVA Pool	\$20,000.00
Commission Percentage	.25
Commission	\$5,000.00
Monthly OVA Pool	\$35,000.00
Commission Percentage	.31
Commission	\$10,850.00

Overage will not be paid until servicing values have been exceeded. Overages will be compensated at 50% of overage income (after margins have been exceeded). Overage compensation will be reduced by 50% in any month that fundings are less than four first mortgage loans. Existing policy, which is subject to change with proper notification, must be enforced regarding restrictions on Overage.

In addition to the foregoing commissions, a commission will be paid on "true" Overages which are defined as the Price collected that exceed the non-subsidized national price as published daily by Employer ("Overage Commission"). The Overage Commission will be 50% of the excess collected. The Overage Commission calculation will be done on a loan by loan basis at time of lock-in and validated and paid out after funding.

i. Brokered Loans

Brokered loans are only allowed for products that Employer does not offer or cannot approve. All loans to be brokered out require the written approval of the appropriate District Manager prior to the brokering of the loan and before the loan file is sent to the new lender. All brokered loan checks require Division Manager signature for distribution. Brokered loan production will count toward total production and be included to meet minimum production requirements.

Brokering loans without authorization from a District Manager is considered a violation of Employer policies and procedures. All commissions for unauthorized brokered loans are deemed unearned and will not be paid unless prohibited by state law.

Brokered loans are paid as follows:

- 25% of the total net income received on each loan will be credited to Retail Lending.

The remaining net income will be credited as follows:

- 50% to the loan officer as commission for loan officers in the 31% Tier. The remaining 25% will be credited to the branch.
- 40% to the loan officer as commission for loan officers in the 25% Tier. The remaining 35% will be credited to the branch.
- 30% to loan officer as commission for loan officers in the 19% Tier. The remaining 45% will be credited to the branch.

Net income on brokered loans will not be part of the OVA pool. The maximum total net income on brokered loans is capped at 3.5%. Net income is not credited until it is received in Accounting. For example, if a loan funds in July but the net income check is not received until August, net income will be credited in August.

Example:

Assume Total Income on Brokered Loan = \$1500

$$\$1500 \times 25\% = \$375$$

$$\$1500 - \$375 = \$1125 \times 50\% = \$562.50$$

$$\$1500 - \$375 = \$1125 \times 40\% = \$450$$

$$\$1500 - \$375 = \$1125 \times 30\% = \$337.50$$

In this example, an Employee in the 31% Tier would earn \$562.50; in the 25% Tier, Employee would earn \$450; and at 19% Tier, Employee would earn \$337.50. This example assumes that the net income does not exceed the 3.5% cap.

ii. FHA/VA Loans

FHA /VA production will be paid according to the formula in Paragraph III(A)(3)(a) above. Overage is capped at 2% as outlined in Paragraph III(A)(2)(b) above.

iii. Construction to Permanent Loans

A construction to permanent loan ("CPP Loan") is a loan to an individual to construct a single family (1-4) dwelling with the intent to modify the loan to a permanent loan provided by Employer. To qualify as a CPP Loan, the loan must meet all the requirements of Employer's Construction/Permanent Program as defined on the Lending page of Employer's Intranet. The one time close product will be paid according to the formula in Paragraph III(A)(3)(a) above..

The two time close product will be paid in two payments: 25% of Monthly OVA Pool commission at time of first closing and the remaining 75% of Monthly OVA Pool commission will be paid at time of the second closing.

iv. GMAC Mortgage / GMAC Mortgage Refinances

A refinance is the making of a loan secured by a first mortgage lien on property owned by the applicant at the time of application. GMACM/GMACM refinance production will be included in the Monthly OVA Pool. However, Monthly OVA Pool commissions on this production will be limited to 19% of the GMACM/GMACM refinance production in the Monthly OVA Pool. A 50% commission will be paid on Overages generated on this production. This production will count toward total production and be included to meet minimum production requirements.

v. GM Employee Loans

Family First production will be included in the Monthly OVA Pool and commissions for this production will be computed in accordance with the formula in Paragraph III(A)(3)(a) above with the following exception: In Michigan, commissions on Family First production, with the exception of dealer business which will be paid in accordance with the formula in Paragraph III(A)(3)(a) above, will be on a modified plan.

Overages on core GM Family loans are not permitted, with the exception of supplier loans. Overage is capped at 2% on all product types with the exception of core GM Family loans where no overage is permitted. All GM loans are required to be coded properly. Any findings that loans are coded improperly will be cause for termination. Coding is as follows: GM, GM-D (Dealers), GM -S (Saturn), EDS, GM-H (Hughes), GM -R (Retirees), & GMAC. Coding loans improperly is considered a violation of Employer policies and procedures. All commissions for loans that have been coded improperly are deemed unearned and will not be paid unless prohibited by state law. No commission will be earned for loans that are placed in 7500 commitment unless previously agreed to by both the Division Manager and Senior Vice President of Retail Lending.

vi. Bond Programs

The OVA generated from bond program production will be included in the Monthly OVA Pool and commissions for this production will be computed in accordance with the formula in Paragraph III(A)(3)(a) above. No overage is permitted on bond loans.

vii. Special Programs

The OVA generated from special programs will be announced as they are made available. Other product guidelines may also exclude OVA. The compensation will be outlined and posted on the Employer intranet.

viii. Overage Restricted Loans

Overages on Solutions Plus, HomeStretch, HomeStrength, and Settle America loans are prohibited due to predatory lending implications. Programs excluding overage are either posted in the product announcement or the Lending Page on the Employer intranet.

ix. Other Services

Employee may be entitled to commissions or other forms of compensation for other services performed at the request of Employer. Compensation for the services may be modified at the discretion of the Division Manager or the Senior Vice President of Retail Lending.

b. Basis Point System (BPS) Compensation:

- National Lending rate set on a daily basis with a pre-determined margin
- 0-\$500,000 funding volume 35 bps
- \$500,000.01 - \$750,000 45 bps
- \$750,000.01 - \$1,000,000 50 bps
- \$1,000,000.01 - \$1,300,000 55 bps
- 1,300,000.01 - \$1,500,000 60 bps
- \$1,500,000.01 + 65 bps
- Funding volume includes 1st mortgages, piggybacks, and stand-alones
- Compensation on piggybacks and stand-alones will be on the draw amount after 60 days from the end of the month in which the loan funds.
- For purposes of determining applicable bps tier, the line amounts on piggybacks and stand-alones will be included in funding volume.
- Special promotional products and brokered loans at 40 bps or other predetermined bp compensation as determined by National Retail Lending
- 40 BP's GM Family Business in the State of Michigan (excluding dealership business)
- 40 BP's on Brokered Out Loans
- 25 BP's GM to GM refinance loans
- Bond program compensation varies by state
- Quarterly bonus of 20 bps to be paid on all government production in the event that government funding volume exceeds \$1.5 million for the quarter.

Any pricing enhancement must have written approval of the District or Regional Manager, or will be fully charged against the commission of the Loan Officer.

Overage will be compensated at 50% of overage income. The provisions of Paragraph III(A)(3)(a)(v) apply herein. Overage compensation will be reduced by 50% in any month that fundings are less than four first mortgage loans. Existing policy, which is subject to change with proper notification, must be enforced regarding restrictions on Overage.

4. CHOICE OF COMMISSION PLANS

Employee may request to change from one plan to another after completing six months on the current plan.

I have reviewed and understand the requirements for each of the above referenced compensation plans. Employee must initial beside the selected compensation plan:

OVA Compensation Plan

BPS Compensation Plan

The choice of plans is not applicable due to another compensation plan previously agreed upon as outlined in Employee's offer letter; however all other terms and conditions set forth herein are applicable.

Based upon business needs, Employer, in its sole discretion, may require Employee to be paid pursuant to a specific plan.

5. DISPUTE OF COMMISSIONS

Employee shall have 30 days from the date of the posting of the commission statement on the Lending Page of Employer's Intranet to dispute any commission appearing on such statement. Disputes must be made in writing to the Employee's direct supervisor. Commissions will be deemed as properly paid in accordance with this Agreement if not disputed within the 30 day period.

6. OFFSET OF COMMISSIONS

A. Employee authorizes Employer, as permitted by state law, to deduct from Employee's commissions, expense reimbursements, or any other monies due to Employee, whether Employee is employed pursuant to this Agreement or any prior or future employment agreement, any monies necessary to account for costs or losses incurred by Employer as a result of, but not limited to, outstanding uncollected appraisal fees, credit fees, prepaid commitment fees, excess Overages, and any other miscellaneous fees chargeable to the borrower but which Employee failed to collect. Additional obligations which Employer may offset against Employee's commissions, expense reimbursements, or any other monies due to Employee in accordance with the foregoing sentence include, but are not limited to losses incurred by Employer due to Employee's failure to properly lock a loan, overpayment of commissions to Employee, Employee's failure to return or Employee's damage to Employer property or leased equipment (including but not limited to telephones, pagers, cameras and laptop computers, printers or fax machines), Employee's failure to pay a corporate credit card balance, Employee sending of unauthorized faxes to consumers in violation of FCC and/or FTC regulations, Employee making unauthorized phone calls to consumer in violation of FCC and/or FTC regulations, unauthorized expenses charged to Employer by Employee, losses sustained by Employer resulting from Employee's misappropriation, fraud or violation of Employer's company policies in general or its policies relating to the origination, processing and closing of Loans. If the losses are contingent in nature at the time of an Employee's termination, the amount of potential loss as estimated by Employer will be the amount offset from Employee's commissions, expense reimbursements, or any other monies due to Employee. Should Employee not pay all such obligations to Employer on demand, Employer will offset against Employee's commissions, expense reimbursements, or any other monies due to Employee as detailed herein.

B. Loan Officer Assistant Plan

1. Employee may be eligible, in the Division Manager's discretion, to utilize an exclusive or shared Loan Officer Assistant ("LOA"). All requests to utilize a LOA must be approved by Employee's Division Manager. Employee authorizes Employer, as permitted by state law, to deduct from Employee's commissions, expense reimbursements, or any other monies due to Employee, the following amounts if Employee utilizes a LOA:

Units/month	\$ Volume/month	Exclusive Part-time LOA Plan (< 30 hrs/wk)	Exclusive Full-time LOA Plan (> 30 hrs/wk)	Units/ Month	\$ Volume/month	Shared LOA Plan
		Commission Adjustment	Commission Adjustment			Commission Adjustment
1 - 3	\$ 0 - \$499,999	30 bps	37 bps	1 - 4	\$0 - \$624,999	37 bps
4 - 5	\$500,000 - \$599,999	27 bps	35 bps	5 - 6	\$625,000 - \$749,999	35 bps
6 - 8	\$600,000 - \$999,999	18 bps	30 bps	7 - 10	\$750,000 - \$1,249,999	30 bps
9 - 11	\$1,000,000 - \$1,299,999	12 bps	25 bps	11 - 14	\$1,250,000 - \$1,624,999	25 bps
12 - 14	\$1,300,000 - \$1,599,999	9 bps	15 bps	15 - 18	\$1,625,001 - \$1,999,999	15 bps
15 - 17	\$1,600,000 - \$1,899,999	6 bps	8 bps	19 - 24	\$2,000,000 - \$2,374,999	8 bps
18 - 23	\$1,900,000 - \$2,499,999	3 bps	4 bps	25 - 29	\$2,375,001 - \$3,124,999	4 bps
24+	\$2,500,000 +	0 bps	0 bps	30+	\$3,125,000+	0 bps

2. Employee's Division Manager, in the Division Manager's sole discretion, may determine that Employee is no longer eligible to utilize a LOA.

3. Shared LOA: Under the shared LOA plan, Employees sharing a LOA will equally share the commission adjustment, as detailed in the chart above, regardless of each individual Employee's production volume. Should Employee decide to cease utilizing a LOA; or, should Employee's Division Manager, in the Division Manager's sole discretion, determine that Employee is no longer eligible to utilize a LOA; or, should Employee's employment terminate, either voluntarily or involuntarily, Employee will still equally share the commission adjustment during the month with which Employee last utilized the LOA. The remaining Employee may continue utilizing the LOA subject to the exclusive plan detailed above. Employee must give the Division Manager Written Notice of Employee's intention to cease utilizing a LOA.

4. Exclusive LOA: In any month in which a LOA works more than 30 hours per week, the commission adjustment to Employee's commissions will be made based on the Exclusive Full-Time LOA plan as detailed in the chart above. In any month in which a LOA works less than 30 hours per week, the commission adjustment to Employee's commission will be made based upon the Exclusive Part-Time LOA plan as detailed in the chart above. Should Employee decide to cease utilizing a LOA; or, should Employee's Division Manager, in the Division Manager's sole discretion, determine that Employee is no longer eligible to utilize a LOA; or, should Employee's employment terminate, either voluntarily or involuntarily, Employee's commissions will be adjusted according to the chart above – based upon Employee's production as of the date that Employee ceases utilizing a LOA. Employee must give the Division Manager Written Notice of Employee's intention to cease utilizing a LOA.

5. Any and all disputes relating to the adjustment of Employee's commission, as detailed above, shall be resolved in the discretion of Employee's District Manager.

7. PAYMENT OF COMMISSIONS WHILE ON AN APPROVED LEAVE OF ABSENCE

In addition to all other provisions of this Agreement, in the event of Employee's short term disability, long term disability (as those terms are defined in the Employer's policy and/or disability plan in effect at the commencement of the disability), Family Medical Leave (FMLA), or military leave, Employee will be paid on all loans in the Employee's pipeline at the time of disability as follows:

- * Employee will be paid on all loans within Employee's pipeline as of the first day of Employee's leave, that are final approved, defined as no conditions to be cleared, so long as the loan subsequently Closes.
- * Employee will be paid on a 50/50 split with any loan officer "working the file" on all loans that have been conditionally approved (i.e. conditions other than minor conditions to be cleared, including but not limited to verification of employment, collection of paystubs, etc.) as of the first day of Employee's leave and that subsequently Close. This arrangement will be more typically used in a situation where Employee goes out on an unanticipated leave of absence. However, subject to District Manager approval, Employee may negotiate a different commission split with another loan officer prior to the commencement of the leave.
- * All loan pricing issues during a leave of absence, shall be determined at the discretion of the District Manager and Regional Manager. Any changes in loan processing issues may affect the pay out of commissions to Employee.
- * Commissions will not be paid if a loan needs to be restructured or resold during Employee's leave of absence.

In the event that Employee is terminated while on an approved leave of absence, Employee will be paid in accordance with section III(A)(9) herein.

8. PAYMENT OF COMMISSIONS IN THE EVENT OF RETIREMENT OR DEATH

In the event of retirement (as defined in the Employee's Retirement Plan for GMAC Mortgage Group in effect at the time of termination), or in the event of Employee's death, Employee or Employee's estate, as applicable, will be entitled to commissions on all Loans in the Employee's pipeline at the time of death or retirement, subject to all federal, state and local withholdings and subject to further reduction as provided in Section III of this Agreement.

9. COMPENSATION AFTER TERMINATION

For the purposes of determining compensation after termination, the term "Termination" refers to either (a) the date Employer terminates Employee or (b) the date Employee notifies Employer that Employee will be terminating Employee's employment with Employer, whichever is applicable. For example, in the case where Employee gives notice, whether verbally or in writing to Employer on January 1 that Employee will be leaving January 15, January 1 is the date of termination. After termination if it is found that Employee, during Employee's period of employment with Employer, was employed in any capacity (employee, independent contractor, agent, etc.) for (a) the origination, processing, closing or underwriting of mortgage loans (including second mortgage loans) or (b) any other business in which the Employer or any of its affiliate corporations are engaged (collectively "Prohibited Employment"), the effective date of Employee's termination shall be the most recent date Employee first commenced employment with any other employer or such later date as Employer has determined.

Commissions will be paid only for loans that are approved prior to and including Employee's termination date and Closed on or before thirty (30) days after the date of termination. The Loan is considered approved when there are only minor conditions to be cleared, including but not limited to verification of employment, collection of paystubs.

In situations where Employee has been terminated for cause or where Employee has engaged in actions that have resulted in a loss sustained by Employer, commission payments will only be paid for Loans Closed up to and including the date of termination. Further, commission payments, up to and including the date of termination, may be offset or withheld in accordance with section III(6) of this Agreement.

Payment of any earned commissions due will be made in a lump sum on the first regularly scheduled commissions pay day after final calculation of the commissions due, but not later than 60 days after termination. To the extent Employee is eligible to receive any gift, prize, award or bonus under any program, Employee must be actively employed by Employer on the date that such such gift, prize, award or bonus must be redeemed or is payable in order to receive such gift, prize, award or bonus.

In the event Employee transfers within Employer to a non-producing position, Employee shall remain eligible to receive all earned commission, as defined herein, on loans Closed within 90 days after the transfer date.

B. CHANGES IN COMPENSATION

Employer may within its discretion change the amount of compensation to be paid to Employee under any compensation plan set forth in this Agreement by giving Written Notice of the change to Employee. The changes shall be effective on the date of the Written Notice and shall apply to Loans Closed, services performed or expenses incurred after the date of the Written Notice.

IV. EMPLOYEE OBLIGATIONS

Employee must adhere to all Employer policies and procedures as well as all local, state and federal laws and/or regulations, including, but not limited to FCC and FTC regulations regarding the sending and placing of unsolicited facsimiles and telephone calls. By Employee's signature below, Employee acknowledges that they are solely responsible for any monetary losses incurred by Employer as a result of Employee's breach of this Section.

V. SALES INCENTIVE

Employer may sponsor sales incentive programs for employees. No award or bonus shall be deemed earned nor shall it be distributed to the Employee unless Employer employs the Employee at the time of the scheduled distribution of the award or bonus. No cash equivalents or other substitutions will be made under any circumstances. The award or bonus is not assignable or transferable by Employee during his/her lifetime or in the event of his/her death.

VI. LICENSES AND RESTRICTIONS ON USE

Employee, where required by law or Employer for the conduct of Employer's business, must possess a current real estate salesperson's, broker's or mortgage banker's license. The license shall be kept in the Employer's designated office. Any Employee possessing a real estate salesperson's or broker's license

shall not, under any circumstances, actively sell or participate in any manner as a salesperson or broker in the sale of any real property for any real estate firm, developer, broker, land dealer, or home builder. The only exception being the buying and selling of real property belonging to said Employee.

VII. TERMINATION

This Agreement shall automatically terminate upon the occurrence of any one of the following events:

1. Death of the Employee.
2. Loss of legal capacity by Employee.
3. Termination of employment, voluntary or involuntary.
4. Disbarment, suspension or other limitation imposed by HUD, VA, GNMA, FNMA, FHLMC, the Securities and Exchange Commission or any other government agency on the ability of Employee to do business with such agency.
5. Transfer to any non-commissioned position with Employer.

VIII. EXISTING EMPLOYMENT

If Employee is employed by Employer as of the date of this Agreement, Employee acknowledges and agrees that Employee's current employment with Employer is an employment "at-will" subject to termination at any time by Employer and that the execution of this Agreement shall supersede and replace any written or oral agreement, policy or understanding between Employee and Employer relating to the terms and conditions of Employee's employment to the extent they are inconsistent with this Agreement.

IX. RESTRICTIVE COVENANTS

A. **Confidentiality Obligations.** During the term of Employee's employment, Employee will not directly or indirectly use or disclose any Confidential Information or Trade Secret except in the interest and for the benefit of Employer. After the end of Employee's employment with Employer, for whatever reason, Employee will not directly or indirectly use or disclose any Trade Secret or Confidential Information. Wisconsin Employees may not, for whatever reason, directly or indirectly use or disclose any Confidential Information for a period of 24 months following the end of Employee's employment with Employer. Employee further agrees not to use or disclose at any time information received by Employer from others except in accordance with the Employer's contractual or other legal obligations including, but not limited to, the Gramm-Leach-Bliley Act; the Employer's customers are third party beneficiaries of this promise. Employee agrees that it shall remain fully responsible for any such use or disclosure and further agrees to indemnify Employer from and against any claims arising out of such prohibited use or disclosure by Employee.

Employee agrees not to disclose any Confidential Information to any third party or copy Confidential Information without written approval of Employer and inform those third parties and other persons who receive Confidential Information of its confidential nature and obtain (or have obtained) their written agreement to abide by the obligations set forth herein. Any copies made shall retain all confidential and proprietary markings of the original. By disclosing the Confidential Information, Employer does not grant any express or implied license or other rights to or under its copyrights, trademarks, or trade secrets.

Nothing in this Agreement shall prevent Employee, after the end of employment with Employer, from using general skills and knowledge gained while employed by Employer.

B. **Definitions.** For purposes of this section of the Agreement, the following words and phrases shall have the following definitions:

1. **Trade Secret.** The term "Trade Secret" includes, but is not limited to, information, including a formula, pattern, compilation, program, device, method, technique, or process that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and, is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
2. **Confidential Information.** The term "Confidential Information" means all non-Trade Secret information (i) of, about or related to Employer, (ii) created by Employer or Employee or otherwise coming into Employee's possession or control, (iii) or provided to Employer by its customers, that is not known generally to the public or the Employer's competitors. Confidential Information includes but is not limited to: technical specifications and operating manuals; services and information concerning current, future, or proposed products and services and combinations of products and services; product and service descriptions; financial information about the Employer or its customers; information related to mergers or acquisitions; passwords and security procedures; computer programs, software, and software documentation; customer and/or prospective client lists, mortgage loan files, applications and all other information relating in any way to the customer and/or prospective client and printouts; records; policies, practices and procedures of Employer; training manuals; commission statements; files; records of the accounts of customers; sales and marketing strategies and plans; pricing strategies; personnel information and business records; and information which is marked or otherwise treated or designated as confidential or proprietary by Employer.
3. **Exclusions.** Notwithstanding the foregoing, the terms "Trade Secret" and "Confidential Information" do not include, and the obligations set forth in this Agreement do not apply to, any information which: (i) can be demonstrated by Employee to have been known by him/her prior to his/her employment by Employer, (ii) is or becomes generally available to the public through no act or omission of Employee; (iii) is obtained by Employee in good faith from a third party who discloses such information to Employee on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; (iv) is independently developed by Employee outside the scope of his/her employment without use of Confidential Information or Trade Secrets; or (v) is Employee's own personnel information.
4. **Customer.** The term "Customer" means any individual or entity for whom/which Employer has provided services or products or made a proposal to perform services or provide products.

C. **Return of Records/Property.** Upon the end of employment with the Employer, for whatever reason, or upon request by the Employer, Employee shall immediately return to Employer all of its property, documents, records, and materials belonging and/or relating to the Employer (except Employee's own personnel and wage and benefit materials relating solely to Employee), and all copies of all such materials. This obligation includes, but is not limited to, the obligation to return to Employer any equipment (including but not limited to telephones, pagers, cameras, computers, printers and fax machines) owned by Employer together with any images or copies of any part of a computer-hard drive. Upon the end of Employee's employment with Employer, for whatever reason, or upon request by Employer, Employee

further agrees to destroy such records maintained by him/her on his/her own computer equipment and promptly make available to Employer such equipment for inspection to ensure compliance with Employee's obligations under this Paragraph.

D. **Non-Solicitation of Employees.** Employee agrees that during Employee's employment and for a period of twelve months after Employee's employment terminates (regardless of the reason for the termination), Employee will not solicit for employment, either directly or indirectly, any person who is employed by Employer; advise or encourage, either directly or indirectly, any employee of Employer to terminate his/her employment with Employer; or advise, encourage or abet any person or entity, either directly or indirectly, to solicit any such employee for employment with someone other than Employer.

E. **Employee Disclosures and Acknowledgments**

1. **Confidential Information of Others.** Employee certifies that Employee has not, and will not, disclose or use during Employee's time as an employee of Employer, any confidential information which Employee acquired as a result of any previous employment or under a contractual obligation of confidentiality or secrecy before Employee became an employee of Employer. All prior obligations (written and oral), such as confidentiality agreements, that Employee has entered into which restrict Employee's ability to perform any services as an employee for Employer shall be listed below under the heading List of Prior Obligations.

List of Prior Obligations (attach additional sheets and/or documentation if necessary):

2. **Scope of Restrictions.** Employee acknowledges and represents that the scope of the restrictions contained in this Agreement are appropriate, necessary and reasonable for the protection of Employer's business, goodwill, and property rights. Employee further acknowledges that the restrictions imposed will not prevent him/her from earning a living in the event of, and after, the end of his/her employment with Employer, for whatever reason.

3. **Prospective Employers.** Employee agrees, during the term of any restriction contained in this Agreement, to disclose this Agreement to any entity which offers employment to Employee. Employee further agrees that Employer may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any of Employee's potential employers.

F. **Injunctive Relief.** Employee agrees that damages will be an inadequate remedy for breaches of this section of the Agreement and in addition to damages and any other available relief, a court shall be empowered to grant injunctive relief.

X. **AFFILIATES OF EMPLOYER**

Recognizing that Employer may conduct its business at various times under one or more different entities, Employee agrees that the provisions of this Agreement shall be for the benefit of and may be enforced by Employer and any of Employer's present or future affiliates as designated by Employer.

XI. **PROGRAM REVIEW AND AMENDMENTS**

Employer reserves the right from time to time, by Written Notice to Employee, to change any of the terms and conditions of this Agreement, including, but not limited to, the compensation schedules for all loan and

ancillary product programs. Unless otherwise set forth herein, such changes shall be binding on Employee effective on the date set forth in the notice.

XII. FURTHER ASSURANCES

Employer may have the need to update Employee records, personnel files and conduct background investigations. Accordingly, Employer may from time to time require Employee to disclose accurate and complete information regarding Employee's qualifications, background and relationships which may present a conflict of interest or which may otherwise bear on the Employee's qualifications and/or Employer's reputation. Upon request by Employer, Employee shall complete and provide such information and documentation as Employer reasonably requests, including but not limited to, Employer's Consumer Report Disclosure and Authorization forms, Conflict of Interest Questionnaires, Employment of Relatives and Disclosure Agreements, and such other forms, authorizations, documents, consents and waivers as needed by the Employer, at any time, to ensure compliance with Employer's policies, procedures and any applicable laws and regulations. Unsatisfactory results from a background investigation, violation of Employer policies or procedures or failure to comply with the provisions outlined under this Section may result in disciplinary action up to and including termination of employment.

XIII. MISREPRESENTATION

Employer maintains a "Zero Tolerance" policy on matters relating to fraud or misrepresentation. Employee will not engage in any act deemed to be relating to fraud or misrepresentation, examples of which include but are not limited to forging signatures, hand-carrying documents such as verifications of employment, assisting in preparing income documentation/verification, falsification of bank statements and/or assets, failure to disclose borrower's liabilities, knowingly misrepresenting occupancy of the property in question, failure to disclose or act upon known instances of fraud or misrepresentation and colluding with appraisers to inflate the value of the property in question. Engaging in any of these activities or any illegal activities may be subject to disciplinary action and may result in immediate termination of employment for cause, at the discretion of the Employer. Further, participation in fraud or misrepresentation may result in criminal prosecution.

XIV. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

XV. ENTIRE AGREEMENT

This Agreement embodies the parties' entire agreement and supersedes and replaces all previous employment and compensation agreements between the parties, whether oral or written. Except as otherwise specifically set forth, no variations, amendments, modifications or changes to the terms and conditions set forth herein shall be effected unless contained in writing, duly executed by or on behalf of the parties hereto. All Exhibits referred to herein and all changes, alterations, amendments, modifications and waivers are incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any oral or written employment policy of Employer, the terms and conditions of this Agreement shall govern.

XVI. CONSTRUCTION OF AGREEMENT

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules.

XVII. CAPTIONS

The captions contained herein are inserted only for the purpose of convenient reference and in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

XVIII. ASSIGNMENT AND BINDING EFFECT

The terms of this Agreement shall inure to the benefit of and shall be binding upon the heirs, administrators, successors and assigns of the parties hereto, except that Employee shall not have the right to assign any interest Employee may have in this Agreement.

XIX. NO WAIVER

No delay or omission by Employer to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by Employer of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant.

XX. EMPLOYMENT AT WILL

Employee acknowledges that Employee's employment with Employer is at-will. Employer or Employee may terminate Employee's employment without notice at anytime and for any reason not prohibited by law. Any representation to the contrary is not binding upon Employer unless signed in writing by a member of the Employer's Executive Committee and the Employee.

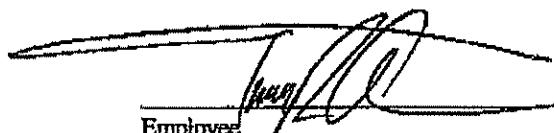
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

WITNESS

District Manager

Or

Regional Manager


Employee